sold the same to G. Co., who agreed to pay the note. *Held,* (JAGGARD and O'BRIEN, J.J., dissenting), that the lower court did not err in excluding certain evidence to show plaintiff had waived its right to hold the maker by neglecting to collect from the payee. *National Citizens' Bank of Mankato* v. *Thro* (1910), — Minn. —., 124 N. W. 965.

As a general rule the accommodation party is so far a surety as to holders with notice of his accommodation character that he will be discharged by arrangements made to his prejudice with the principal debtor without his knowledge. 7 CYC. 727. The true relation of the parties to a note may be shown by parol evidence. *Hall* v. *Rogers,* 114 Ga. 357; *Jennings* v. *Moore,* 189 Mass. 197. In an action between the original parties to a note the circumstances of its issue are open to explanation. *Smith* v. *Van Blarcom,* 45 Mich. 371. Parol evidence to contradict the terms of a note is inadmissible. *Brewer* v. *Grogan,* 116 Ga. 60; *American Harrow Co.* v. *Dolvin,* 119 Ga. 186; *Torpey* v. *Tebo,* 184 Mass. 307. LEWIS, J., who delivered the majority opinion, while recognizing the general principles governing the decision of the case, said "presumably the written contract covered the subject as to the payment and liability on the notes. There is no evidence that respondent agreed to release appellant and hold the Gopher State Milling Company only for payment thereof."

No case has been found on all fours with the facts of the principal case, and the rule announced by the majority seems to be somewhat in advance of any reported decision relative to accommodation paper, but, nevertheless, in accord with reason and justice.

CARRIERS—CONCLUSIVENESS OF TICKET BETWEEN CONDUCTOR AND PASSENGER.—The Plaintiff boarded a street car of the Brooklyn Heights Railway Co., paid his fare and received a transfer to a connecting line. Through failure of the company to maintain its schedule the plaintiff had no opportunity to board a car until the time limit upon his transfer had expired. The conductor of the connecting line refused to accept the transfer, and ejected the plaintiff from the car when he declined to pay his fare again. *Held,* that the street car company is liable for the assault and battery, since the rule requiring the transfer to be refused by the conductor if not used within a stated time is unreasonable and illegal, unless the company furnishes cars whereby it can be used in that time. *Daniel* v. *Brooklyn Heights Railway Company* (1910), 121 N. Y. Supp. 577.

There is an irreconcilable conflict of the authorities upon the question of whether the ticket is conclusive between the conductor and the passenger of the latter's right of passage. The trend of recent decisions is toward holding the ticket not conclusive and the carrier liable for ejecting a passenger who has paid his fare but who holds a ticket invalid on its face. *Indianapolis etc. Co.* v. *Wilson,* 161 Ind. 153; *Sloane* v. *So. Cal. Co.,* 111 Cal. 668; *Ga. Ry. etc. Co.* v. *Baker,* 125 Ga. 562; *Cleveland Ry. Co.* v. *Connor,* 74 Ohio St. 225. The cases which hold that the ticket is not the sole criterion of the passenger's right to be carried, are based upon the fact that the passenger has made a valid contract of passage and is upon the train rightfully. It is

of no avail that the ticket does not show it, since that is the carrier's fault, not that of the passenger. There is no obligation resting upon the passenger to see that the carrier's agents perform their duty since he may presume that they will. *New York L. E. & W. Ry. Co.* v. *Winter, Admin.*, 143 U. S. 60; *T. & P. Ry. Co.* v. *Payne*, 99 Tex. 46; *Burnham* v. *G. T. Ry. Co.*, 63 Me. 298; *Ellsworth* v. *Ry. Co.*, 95 Iowa 98; *Yorton* v. *Mil. L. S. & Wes. Co.*, 62 Wis. 367; *Morrill* v. *Minn. Ry. Co.* 103 Minn. 362; *Laird* v. *Traction Co.*, 166 Pa. 4; *Kansas City etc. Co.* v. *Riley*, 68 Miss. 765; *Lawshe* v. *Railroad*, 29 Wash. 681; *O'Rourke* v. *Railway Co.*, 103 Tenn. 124; *L. & N. Ry. Co.* v. *Gaines*, 99 Ky. 411. The authorities that take the opposite view and hold that the carrier is not liable for the ejection, but only for the breach of contract, place their decisions upon the ground that it is reasonable and necessary that the ticket should be conclusive as to the conductor, of the passenger's right to be carried. It is not an unreasonable rule to require passengers to either pay a cash fare or present a proper ticket, as the notice of it is so general as to be presumably within the knowledge of all. *Norton* v. *Railroad*, 79 Conn. 109; *Riley* v. *Railroad*, 189 Ill. 384. The public is interested in the efficient handling of the passenger traffic, and the disputes that are bound to arise between the conductor and the passenger if the ticket is not conclusive, would be detrimental. *Hufford* v. *Grand Rapids*, 53 Mich. 118; *Penn. Ry. Co.* v. *Connell*, 112 Ill. 295. In *Frederick* v. *M. H. & O. Ry. Co.*, 37 Mich. 342, the leading case upon the subject, Judge MARSTON says: "There is but one rule that can safely be tolerated with any decent regard to the rights of railroad companies and passengers generally. As between the conductor and the passenger, and the rights of the latter to travel, the ticket produced must be conclusive evidence." Judge COOLEY in following this case in *Hufford* v. *Railroad*, supra, states that "No other rule can protect the conductor in the performance of his duties, or enable him to determine what he may or may not lawfully do in managing the train and collecting the fares." In accordance with this view are: *Crowley* v. *Railroad*, 185 Mass. 279; *Brown* v. *Rapid Ry. Co.*, 134 Mich. 591; *Western Md. Ry. Co.* v. *Schaun*, 97 Md. 563; *McKay* v. *Railroad*, 34 W. Va. 65; *McGee & Fink etc. Co.* v. *Reynolds*, 117 Ala. 413; *Little Rock Ry. etc.* v. *Goerne*, 80 Ark. 158; *Virginia etc. Co.* v. *Hine*, 105 Va. 729. In the principal case the court admits that the company has a right to put a time limit on the transfer and that it will be binding on the passenger provided the company uses due efforts to have a car pass the intersecting points within the time limit, which in this case they did not do and hence the plaintiff was allowed to recover.

CONSTITUTIONAL LAW—POLICE POWER—EQUAL PROTECTION OF LAWS—"PUBLIC DANCING ACADEMY."—Relator, a dancing teacher in New York City was arrested by the defendant for willfully and unlawfully running a "Dancing Academy," without first having obtained a license as provided and required by Chap. 400 of Laws of 1909. *Held*,—the act is arbitrary and discriminates unjustly against public dancing academies and in so far as it requires a license is void. *People ex rel. Duryea* v. *Wilber County Peace Officer* (1910), — N. Y. —, 90 N. E. 1140.